

Unions' Collective Bargaining Agenda on Women's Issues: The Ontario Experience

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Résumé de l'article

Le présent texte examine le contenu des négociations se déroulant au sein de la majorité des syndicats canadiens en Ontario relativement à la condition féminine et évalue leurs efforts en vue d'intégrer des dispositions particulières se rapportant à cette question dans leurs conventions collectives. L'étude porte surtout sur le programme d'équité du Congrès du travail du Canada (CTC) et de la Fédération du travail de l'Ontario (FT), ainsi que sur les objectifs en matière de négociation et les stratégies de six importants syndicats: SCFP (Syndicat canadien de la Fonction publique), SEFPO (Syndicat des employés de la Fonction publique de l'Ontario), STCC (Syndicat des travailleurs en communication du Canada), TCA (Travailleurs canadiens de l'automobile), MUA (Métallurgistes unis d'Amérique) et AIO (Association des infirmières de l'Ontario). Deux autres syndicats, l'AFPC (Alliance de la Fonction publique du Canada) et la FAEO (Fédération des associations d'enseignantes de l'Ontario), font également l'objet de l'étude en ce qui a trait au contenu des négociations; ces deux derniers sont toutefois exclus de l'analyse des résultats obtenus en matière de convention collective en raison du manque de renseignements.

L'étude montre que le principe d'égalité et d'autres questions d'intérêt féministes reliées au travail, dominent les programmes centrés sur la relance et les politiques socio-économiques du mouvement syndical canadien. La fédération nationale et provinciale et ses organismes affiliés, poursuivent leur action en vue d'atteindre les objectifs qu'ils se sont fixés en matière d'égalité sociale et appliquent leurs stratégies à cet égard grâce à des pressions exercées pour favoriser l'adoption d'une législation progressiste, la formation d'une coalition, une plus grande participation des femmes au processus décisionnel au sein des syndicats et la négociation de dispositions justes et équitables dans les conventions collectives. Les syndicats mentionnés ci-dessus ont élaboré des politiques détaillées ainsi que des programmes de relance portant sur des questions fondamentales pour les femmes: l'équité salariale et l'équité dans l'embauche; les soins de garde aux enfants; les dispositions relatives aux congés familiaux; la sécurité d'emploi en cas de changements technologiques; le respect de l'égalité des droits des travailleurs à temps partiel qui sont en majorité des femmes.

Un décompte des dispositions, dans les conventions collectives, concernant des questions présentant un intérêt particulier pour les femmes indique que les efforts des syndicats, en vue de conclure des contrats collectifs de travail plus avantageux pour ces dernières, ont connu un succès mitigé. Quoique les syndicats aient été en mesure d'obtenir des gains considérables en négociant les dispositions contenues dans les conventions collectives qui traitent de l'interdiction d'exercer toute forme de discrimination basée sur le sexe, du maintien de l'ancienneté pour les femmes en congé de maternité, en congé d'adoption ou en congé pour des raisons personnelles, de consultation, de préavis, de formation et de recyclage en cas de changements technologiques, on observe encore fort peu de progrès à bien d'autres égards.

Les syndicats, notamment, ont été incapables d'obtenir des services de garde financés par l'employeur, des avantages sociaux proportionnels pour les travailleurs à temps partiel, des programmes pour promouvoir l'engagement de groupes cibles et des dispositions visant à fournir une protection aux victimes de harcèlement sexuel. L'étude montre également que la performance individuelle des syndicats varie considérablement sur ces questions.

Unions' Collective Bargaining Agenda on Women's Issues The Ontario Experience

**Pradeep Kumar
and
Lynn Acri**

This paper examines the bargaining agenda of major Canadian unions in Ontario with respect to women's issues, and evaluates their efforts towards incorporating specific clauses pertaining to these issues into their collective agreements. The study reveals that union efforts to achieve a better deal for women have had mixed success.

The last thirty years have witnessed a dramatic increase in the number of women entering the labour force in Canada. The female participation rate has more than doubled from 28 percent in 1960 to 58 percent in 1990 (Kumar, Arrowsmith and Coates 1991:424). Women now constitute 45 percent of the labour force compared to 26 percent in 1960 (Statistics Canada 1991). If the present trends continue, projections are that women will account for over half the workforce by the year 2000 (Employment and Immigration Canada 1989:18).

The growing prominence of women in the labour force, however, has had little impact on their labour market status. Women are still paid considerably less than men, and in spite of their educational achievements and levels, which on an average are now comparable to those of men, they have been unable to make significant advances in the workplace (Labour Canada 1990). Women continue to be segregated into a few select occupations and industries. Three out of four women's jobs are in the service sector and close to three quarters of part-time workers are women (Statistics Canada 1988; 1991). Over one-half of all women workers are concentrated in 23 occupations (Kumar, Arrowsmith

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and Coates 1991:432). The occupational and industrial segregation of women, indicating unequal access to opportunities for advancement, is a major contributor to female "ghettos" with low wages, poor employee benefits, inhospitable working climate and limited job security. For many working women, especially those who are married and have young children, work outside of the home essentially means holding two jobs, commonly referred to as "the double burden", particularly since household tasks remain gender-segregated (Koziara et al 1987; Harvey, Marshall and Fredrick 1991).

The serious labour market plight of women has focused attention on such issues as pay and employment equity, comprehensive maternity, paternity and other family responsibility related leaves, better childcare facilities, equal treatment and opportunities, and a non-discriminatory working environment free from sexual harassment. These "women's issues", also labelled as "equality issues," have become an integral part of the Canadian labour movement's active legislative and bargaining agenda in recent years. Unions in Canada have been actively lobbying governments for progressive legislation as well as attempting to improve the situation of women by placing these issues on the bargaining table.

TABLE 1
A Profile of the Labour Organizations Focused in this Study

<i>Labor Organization</i>	<i>Membership in 1989</i>		<i>No. of Ontario Local</i>	<i>Proportion of Women Members in Ontario</i>
	<i>In Canada</i>	<i>In Ontario</i>		
Canadian Union of Public Employees (CLC)	381.845	157.359	699	53.4
Ontario Public Service Employees Union (CLC)	—	77.152	354	56.0
Canadian Auto Workers (CAW)	173.568	130.139	82	21.7
United Steelworkers of America; (AFL-CIO/CLC)	163.001	82.412	395	12.8
Communications and Electrical Workers of Canada (CLC)	39.646	18.823	68	27.5
Ontario Nurses' Association (Ind)	—	52.293	231	99.5

Source: Statistics Canada, 1992. *Annual Report of the Minister of Supply and Services Canada Under the Corporations and Labour Unions Returns Act: Part II – Labour Unions 1989*. Ottawa: Supply and Services Canada.

The purpose of this paper is to examine the bargaining agenda of selected major Canadian unions on women's issues and to evaluate the effectiveness of unions' efforts towards incorporating these issues into their collective agreements. The selected unions include the Canadian Union of Public Employees (CUPE), the Ontario Public Service Employees' Union (OPSEU), the Canadian Auto Workers (CAW), the United Steelworkers of America (USWA), the Communications and Electrical Workers of America (CWC), and the Ontario Nurses Association (ONA). Table 1 provides a profile of the six labour organizations. The first five are affiliated with the Canadian Labour Congress (CLC); the nurses association is independent and unaffiliated. The focus of the study is Ontario. The first section of the paper highlights the unions agenda and the common provisions unions have been pursuing at the collective bargaining table. The second section analyzes the frequency of the collective agreement clauses on women's issues overall and of selected unions. The final section summarizes the finding, and their implications.

UNION AGENDA AND KEY COLLECTIVE AGREEMENT CLAUSES ON THE BARGAINING TABLE

Sexual and racial equality is a prominent feature of the Canadian labour movement's economic and social policy agenda. A policy paper, adopted at the 18th constitutional convention of the Canadian Labour Congress (CLC) notes:

Throughout their history, trade unions have fought for equality through both the collective bargaining and the legislative process. In recent years much of the concern with equality has focused on the equality for women and other groups that have been disadvantaged in the labour market. . . While some progress has been made in both the collective bargaining and legislative spheres, it has not been sufficient to have a real impact on inequalities based on gender, race, disability and sexual preference (Canadian Labour Congress 1990a).

The paper discusses several manifestations of women's inequality inside and outside the workplace that require attention, including inequities in pay and employment opportunities, violence against women, attempts to recriminalize abortion, inadequate child care and parental leave, and unequal sharing of household responsibilities. The paper exhorts affiliated unions to "renew and strengthen" their commitment to the struggle for equality, and directs that their *"collective bargaining practice must not only conform with equality legislation, but it must clearly lead the law."*

The equality challenge and Canadian unions' strategies are succinctly articulated in the document entitled *The Equality Challenge: Taking Hold of Our Future* (Canadian Labour Congress 1988), prepared

for the CLC's sixth biennial National Women's Conference. The document illustrates the challenge by looking at three sets of issues of key concern to women: social issues, economic issues, and human rights concerns. It discusses the growing labour force participation rate of women, the changing family, the "generation" gap or the differences between older women and younger women, trends in employment, the move towards privatization, deregulation and contracting out, and the lack of progress on human rights, and derives implications of these developments for unions' legislative and bargaining agenda. The major issues highlighted for trade union strategies and programs of action are inadequate pensions, maternity, parental and other family responsibilities related leave, child care facilities, lack of prorated wages and benefits for part-time work, threats to jobs on account of increasing employer reliance on contracting out of services, the wage gap, unemployment insurance, human rights concerns related to racism, sexual harassment and sexual orientation, and the right to privacy. The document outlines a three-fold program of action to improve the labour market and social status of women: 1) high priority on issues of importance to women in collective bargaining demands; 2) increased participation of women in unions; and 3) legislative and political action by becoming a strong voice for progressive political change and by active participation in "the networks and coalitions that share a vision of women's equality" (Canadian Labour Congress 1988).

The Ontario Federation of Labour (OFL), the provincial arm of the CLC, has been actively pursuing these goals and strategies since 1982 through legislative lobbying, assisting affiliated unions in negotiating appropriate collective agreement clauses, coalition-building on social and economic issues, in particular for mobilizing public support for legislation on pay and employment equity, childcare and other family issues, and initiatives towards increased participation of women in union decision-making processes (Ontario Federation of Labour 1990). The OFL has developed specific policies and programs on monitoring and enforcement of pay equity, employment equity, child care and on work and family related issues (Ontario Federation of Labour 1987, 1988, 1989). The Federation has also prepared model collective agreement language clauses on women's issues which affiliated unions may use as guides during negotiations (Ontario Federation of Labour, undated).

The discussion paper, *Taking Stock and Moving Forward: Union Women in the 1990s*, prepared by the OFL for its 1990 women's conference, is an example of the pro-active role played by the provincial Federation (Ontario Federation of Labour 1990). The paper reviews gains made by union women in the 1980s, discusses emerging trends and issues, and outlines political, social and collective bargaining

strategies for achieving equality goals in the 1990s. The paper stresses that while collective bargaining is "one of the fundamental and most effective tools for creating equality," the process has been slow to respond to the issues of key concern to women. The paper notes that:

Some gains have been won in some workplaces [through collective bargaining]. However, in many workplaces, women's issues are still the first to be dropped at the bargaining table (Ontario Federation of Labour 1990:28).

All the six unions included in this study have specific bargaining policies and agendas on women's issues. The two largest public sector unions, the Canadian Union of Public Employees (CUPE) and the Ontario Public Service Employees' Union (OPSEU) have the most detailed policies and programs of action. CUPE's policies and programs are included in its *Equal Opportunities Policy Statements*, a binder on the union's equal opportunities resolutions (Canadian Union of Public Employees 1991), various information kits on major issues (e.g., sexual harassment, part-time work, job sharing, and parental leave), pamphlets (e.g. on affirmative action and pay equity myths), proceedings of the National Women's Conference, and in the *Facts*, a bi-monthly publication of the union. The information kits contain details of union policy, legislation in various jurisdictions and suggested contract clauses (see for example CUPE undated on sexual harassment). CUPE also encourages the locals to form women's equal opportunity committees. These committees are designed to educate members on women's issues, to ensure that women's concerns receive serious attention in bargaining priorities and strategies, to formulate priority demands for female members, and to monitor changes in employer policies that affect women.

The OPSEU's policies are included in a large *Policy Manual* which is revised frequently (Ontario Public Service Employees' Union 1989). Its pamphlet, *Bargaining for Equality*, first published in 1982 by the National Union of Provincial Government Employees, a confederation of provincial government employees' unions of which OPSEU is a component, is the most popular and widely used guide to negotiating contract clauses on equality issues in both public and private sectors (National Union of Provincial Government Employees 1982). The guide includes a discussion of collective bargaining strategies, rationale for key contract clauses of interest to women workers, and examples of representative agreement provisions. The booklet advocates collective agreement clauses on: 1) union recognition and rights to explicitly "recognize the special role of women and make it easier for them to participate in their unions," 2) protection against discrimination through a no-discrimination clause to reinforce existing human rights legislation and to allow pursuit of human rights violations through the grievance/arbitration process; 3)

seniority, including retention of seniority for women on maternity leave; 4) flexible hours of work; 5) leave of absence for illness within a family, medical and dental appointments, marriage, divorce, and domestic emergency; 6) parental leave for maternity, adoption, and paternity with provision for "topping up" of unemployment insurance benefits; 7) employer-subsidized child care facilities; 8) sexual harassment; 9) technological change impacts on jobs and workplace health and safety, including protection from the ergonomic and possible radiation effects of video display terminals (VDTs), particularly on pregnant employees; 10) equal pay for work of equal value with provisions for union participation in the formulation and implementation of job evaluation systems; 11) affirmative action to remove barriers to equality and improve the economic status of women and other disadvantaged groups; 12) personal duties based on traditional sex-role stereotyping; and 13) pro-rated wages and benefits for part-time workers.

The three major private sector unions selected for this study, the Canadian Automobile Workers (CAW), the United Steelworkers of America (USWA), and the Communications and Electricworkers of Canada (CWC), similarly have an active legislative and collective bargaining agenda on equality and "family" responsibility related issues of concern to women.

The Canadian Auto Workers' social and political agenda and collective bargaining priorities are found in its report to the triennial convention on collective bargaining and political action. Women's issues figure prominently in the report. The 1990 convention report, for example, included unemployment insurance reforms, childcare, training, pay equity and affirmative action, and health and safety as issues for political action. Similarly, the collective bargaining agenda covered: worker security; such work environment issues as technology and training, stress in the workplace, and health and safety; pensions and benefits; work and family issues and affirmative action (Canadian Auto Workers 1990). The union has developed policy statements on childcare, work and family, harassment in the workplace, violence against women, and affirmative action. The union's commitment to equality issues was reaffirmed at the recent Canadian Auto Workers convention in Halifax, Nova Scotia, in September 1991. The convention adopted a comprehensive affirmative action program, *Building Our Union: Solidarity in Diversity*, which included a program of action on education, legislative lobbying and collective bargaining, and "a detailed policy of fair representation and inclusion of all members" in union structures and activities, recognizing "the need to identify and change structural barriers that limit participation, especially for women, racial minorities, native peoples and those with disabilities" (Canadian Auto Workers 1991).

Among the collective bargaining goals discussed in the document are such issues of concern to women as fair hiring and promotion practices, pay equity, employers' duty to maintain a harassment-free workplace, employer subsidies for child care, and improved maternity leave pay.

The United Steelworkers of America has a number of policy papers, adopted at its Canadian convention, on pay equity and job evaluation, sexual harassment, and on leaves to effectively balance work and family responsibilities. The union's program of action includes lobbying for legislative reforms, collective bargaining and union education on pay and employment equity, child care, elder care, family responsibility leave, and sexual and racial harassment at the workplace. District 6 of the United Steel Workers of America, which covers Ontario, has been particularly active in: 1) formulating policies on sexual harassment, family responsibilities related issues, and childcare; 2) promoting formation of women's committees at the local union level; and 3) in developing educational programs to enhance women's leadership, communications and collective bargaining skills. The Women of Steel Development Course, recently introduced by the District to "help women break through some of the barriers" is an example of the union's recent pro-active initiatives on women's issues (U.S.W.A. District 6 and the Ontario Women's Directorate 1991).

The Communications and Electrical Workers of Canada has developed policy statements on a number of key issues of concern to women, beginning with the first and most comprehensive general resolution on women workers adopted at the union's convention in June 1982 (Communications and Electrical Workers of Canada 1982). The resolution called for elimination of discrimination against women and affirmed union support for equal pay, equal treatment in the workplace and equal access to jobs. The resolution urged its locals to work together for full and equal participation of women and assigned a staff member the responsibility in each region for monitoring and coordinating activities to deal with women's issues. The 1982 convention identified fair wages, equality of access to jobs, sexual harassment, unequal treatment of part-time workers and parental rights (e.g. paid maternity and paternity and adopting leave, unpaid extended leave, paid leave for parental responsibilities and daycare) as key issues of concern to women. Shorter work-time to create new jobs, allow more equal distribution of work and provide greater sharing of domestic work was adopted as a union policy for collective bargaining and political action at the union's convention in April 1984. At its most recent convention in June 1991, the Communications and Electrical Workers of Canada renewed its commitment to affirmative action, urged more education on human rights and affirmative action issues, and adopted policies to fully integrate women and other disadvantaged groups into union structures and

activities through pro-active training and education programs (Communications and Electrical Workers of Canada 1991). A comprehensive policy on harassment-free environments in the union and workplaces was also adopted at the convention.

The Ontario Nursing Association's policies are found in occasional reports, briefs and summations. The Association's bargaining agenda includes pay and employment equity, pro-rated benefits for part-time workers, maternity and paternity leaves, better pensions and protection against technological change. The Association is also in the process of developing a policy on sexual harassment.

Reviews of literature on union policies and programs demonstrate that the unions' bargaining agenda on women's issues has changed dramatically over the past decade (see Acri 1990; Ritchie 1987). The following are some of the key clauses which have become a priority for unions on the bargaining table.

Gender Neutral Language

For many years, collective agreements have been written using only masculine pronouns such as he/him and masculine occupational titles such as 'journeyman'. Recently however, unions have been pressing to have their collective agreements written entirely in gender neutral language such as he/she and 'journey person' or 'journey man/woman' (see for example the master agreement between CAW and General Motors of Canada 1987). Another option unions have been pursuing is the inclusion of a clause which states that wherever the masculine is used in the agreement, it shall refer equally to the feminine (e.g. agreement between CWC local 532 and Mitsubishi Electronics Industries Ltd., Midland). This allows female employees to identify more fully with the contract.

No Discrimination Clause

Although human rights legislation in all Canadian jurisdictions prohibit discrimination on the grounds of sex, colour, marital status, race, religion or creed, age and physical disability (Kumar, Arrowsmith and Coates 1991:142-144), the Ontario Federation of Labour advises all affiliated unions to negotiate a no-discrimination clause in every contract to allow grievances on sexual harassment and discriminatory job requirements (Ontario Federation of Labour, undated). For example, the Ontario Human Rights Code Section 4 (1) states: "every person has a

right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or handicap" (Ontario Human Rights Commission 1990:13). However, all unions included in this study are attempting to negotiate no-discrimination clauses into their collective agreements to allow employees to file grievances at the workplace rather than going through the Human Rights Commission, a process which unions believe can be very time consuming and costly. Unions' concerns on the effectiveness of the Human Rights Code are echoed in a discussion paper issued by the Ontario Human Rights Code Review Task Force, recently appointed by the Ontario government to conduct a procedural review of the Code. Among the serious criticisms of the present system cited by the Taskforce are delay, disempowering process, loss of dignity and respect, confusion over the role of the commission, lack of resources to initiate systemic complaints, stress on settlement, slow and time-consuming investigation and ineffective remedies (Ontario Human Rights Code Review Task Force 1992).

Examples of no-discrimination clauses negotiated by unions include agreements between OPSEU Local 539 and George Hull Centre for Children and Families; and between CUPE Local 2 and Toronto Transit Commission. The OPSEU agreement provides that "there will be no discrimination, intimidation, interference, restraint or coercion exercised or practised ..." The CUPE agreement simply endorses the Ontario Human Rights Code. The Model no-discrimination clause pursued by CUPE is as follows:

"The employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, ancestry, national origin, political or religious affiliation, sex or marital or parental status, sexual orientation, family relationship, place of residence, handicap nor by reason of his/her membership or activity in the union, or any other reason" (Canadian Union of Public Employees 1991).

Although grievances pertaining to sexual harassment can be filed through the no discrimination clause, most unions prefer a separate and more detailed collective agreement clause relating to sexual harassment.

Sexual Harassment

Sexual harassment at the workplace is a major challenge facing unions and employers (see Aggarwal 1992 for a comprehensive

discussion of the issues, remedies and union challenge). While there is no comprehensive survey of workplace harassment in Canada, public opinion polls suggest that it is a serious issue affecting the economic and social well-being of working women.

A recent Angus-Reid Southam News survey, conducted during the week of October 22-29, 1991, found that "49 percent of the people surveyed believe that sexual harassment is a real problem affecting the quality of life for working women" (*Winnipeg Free Press* November 9, 1991). The survey revealed that 37 percent of the women respondents had personally experienced sexual harassment at the workplace. The figure was 44 percent for women between the ages 18 to 34. Similarly a national survey on "unwanted sexual attention" and sexual harassment, conducted for the Canadian Human Rights Commission (CHRC) in September 1981 found that close to one-half (49 percent) of the women surveyed reported experiencing unwanted sexual attention including leering/suggestive looks, sexual remarks/teasing, sexual hints and pressure, touching/brushing against etc., repeated pressures for relationship and forced sex (Canadian Human Rights Commission 1983:5). Of those women who experienced unwanted sexual attention 30 percent considered it to be sexual harassment. The CHRC survey showed that a majority of women who were subjected to unwanted sexual attention and sexual harassment were affected emotionally and psychologically by their experience. Almost two-fifths of the women considering themselves to be harassed were fired, reassigned, transferred or quit their jobs (Canadian Human Rights Commission 1983:15-16). More than three-quarters (76 percent) of the women surveyed stated that sexual harassment is a serious problem for working women.

The Canadian labour movement believes that a harassment-free workplace is the cornerstone of building a strong union. The recent biennial convention of the Ontario Federation of Labour reaffirmed the labour movement's commitment to eliminating harassment and exhorted affiliated unions to "work together to end harassment and discrimination in all locals and workplaces" (Ontario Federation of Labour 1991:1). The policy document adopted at the convention details out the definition and impacts of harassment as well as policies and program for employers, unions and government. The document states unequivocally that collective bargaining language and "an adaption of the normal grievance procedure is the most effective response to harassment" (Ontario Federation of Labour 1991:6). All of the unions in this study have placed sexual harassment clauses high on their list of negotiating priorities.

Sexual harassment is prohibited under the Human Rights Code in Ontario. Section 7(2) of the Code states that "Every person who is an

employee has a right to freedom of harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee" (Ontario Human Rights Commission 1990). However, an informal national survey in 1989 found that complaints of sexual harassment to human rights commissions have remained steady or declined in recent years (*Globe and Mail* August 12, 1989). The same survey revealed that while "sexual harassment is definitely not on the decline," women are more likely to bring forward complaints through grievance procedures than to use human rights commissions.

Unions have used two bargaining approaches to seek protection against sexual harassment. One approach is to negotiate a broad based no-discrimination clause and the other is to bargain for a separate clause on sexual harassment. Two key factors are given as a rationale for a separate clause: (1) arbitrators in some cases may not consider sexual harassment as discrimination and, therefore, disallow the grievance; (2) the normal grievance procedure may not be suitable for sexual harassment complaints due to their sensitive nature. However, even separate sexual harassment clauses vary in their content (see Aggarwal 1992:369-373). For example, the clause in an agreement between CAW Local 2027 and Hiram Walker and Sons Ltd., Walkerville, Ontario simply incorporates the Human Rights Code. The clause reads: "*The union and the employer recognize the right of employees to work in an environment free from harassment.*" On the other hand, agreements between USWA Local 1005 and Stelco Inc., Hamilton, Ontario, and between OPSEU and the Government of Ontario (Management Board of the Cabinet) are quite detailed. These clauses clearly define harassment and provide specific procedures for investigation and resolution. The grievance procedure for sexual harassment complaints in the two agreements provides for processing of grievances in a confidential manner, joint investigation, and suspension of normal time limits. The USWA and Stelco agreement also provides for strict disciplinary action in sexual harassment cases, "up to and including discharge from employment."

Affirmative Action/Employment Equity

Policy statements of unions studied in this paper argue that affirmative action is a comprehensive strategy aimed at eliminating systemic discrimination from the workplace while improving the status of women and other disadvantaged groups who have suffered discrimination (see for example: Canadian Union of Public Employees 1991, Communications and Electrical Workers of Canada 1991, and National Union of Provincial Government Employees 1982). Comprehensive affirmative action programs, therefore, include hiring and

promotion policies and process, training and education, career development as well as universally accessible child care, protection from sexual harassment, equal pay for work of equal value and employment equity programs. Employment equity is considered a more focused aspect of affirmative action program strategy which involves actively recruiting and promoting members of designated groups so that the percentage of designated groups at every level of the organization reflects that of the general population.

Every union in this study recognizes the importance of negotiating an employment equity program into the collective agreement. CAW and OPSEU have developed detailed general and specific principles, goals and guidelines for employment equity clauses (Canadian Auto Workers 1987, 1991; National Union of Provincial Government Employees 1990). The best employment equity programs, the two unions believe, are designed, implemented, monitored and assessed jointly by unions and management. The programs should also ensure that the disadvantaged groups are fairly represented both in terms of *number* and *status* within the organization.

The CAW, for example, stresses the need for a joint union-management initiative on affirmative action, measures for a systematic review of employment systems, and local autonomy so that programs are carried out by people who work in the plants. The CAW also emphasizes the necessity of focussing on recruitment, training and communication to achieve workplace equality (Canadian Auto Workers 1987). The CAW supports mandatory employment equity legislation to facilitate bargaining with employers to remove systemic barriers, and to ensure that hiring reflects the diverse nature of communities. The 1991 CAW statement reaffirms the union's collective bargaining goal of "making employers responsible for fair hiring and promotional practices by negotiating employment equity programs" (Canadian Auto Workers 1991).

The OPSEU believes that to be effective, that is to make significant change to important and long-established workplace practices, "unions *must* be involved in identifying existing barriers to employment fairness, in the design of measures to remove these barriers and in the implementation and assessment of each element of the Employment Equity Program" (National Union of Provincial Government Employees 1990:5). The union has laid down both general and specific principles for negotiating an employment equity (EE) agreement. Among the general principals are: (1) the union should provide members with information about the need for an EE program and the standards it seeks in negotiations; (2) the union should sponsor educational meetings for the initiative; (3) full consultation with members is necessary before approaching the employer; (4) an EE program should be negotiated; (5)

an EE program must be designed, implemented, monitored and assessed through a joint union-employer structure; (6) top decision-makers should be involved in the process of establishing and implementing EE; (7) the EE program should give priority attention to the low status of women in the workplace; (8) an EE program should recognize that the employment accommodation of people with disabilities will, in some cases, include the modification or redesign of duties of a specific position; (9) an EE program provides for a comparison of existing workforce distribution with the agreed targets, and should include staged timetables for monitoring and evaluation of these targets; (10) the EE measures should extend beyond the workplace and into the community; and (11) the structure of the EE should reflect the existing elements of union and employer organization as well as the reality that the larger the planning framework, the greater the flexibility in allocation of resources (National Union of Provincial Government Employees 1990).

Examples of employment equity clauses negotiated by unions include collective agreements between CUPE Local 16 and Sault Ste. Marie Board of Education; CAW and 3M Canada Inc., London, Ontario; and the 1984 CAW agreement with General Motors of Canada. While the CUPE agreement with the Sault Ste. Marie School Board and the CAW agreement with 3M Canada include only the union and management desire to establish an affirmative action/employment equity committee, the CAW-GM agreement is comprehensive. It expresses the commitment of the two parties to undertake joint initiatives towards affirmative action, and provides detailed guidelines, to assure consistency, to local affirmative action committees on specific measures in the areas of recruitment, training and communications. In 1987, the CAW-GM program was described by the Ontario Women's Directorate as innovative and was given an EE award for recognizing the need to ensure equitable and fair treatment for employees (Canadian Auto Workers 1987).

Family Related Leave

The changing nature of work and family has intensified pressures for effective policies to assist workers to combine paid employment with family responsibilities. A study, prepared for the Women's Bureau, Labour Canada, in 1988 raised serious concerns over the adequacy of public and employer support systems available to workers, especially women, to attend to family responsibilities (Monica Townson Associates 1988). The study pointed out that the right to family related leave other than maternity, paternity or adoption leave is provided only in two jurisdictions — the federal public service and Québec; employers do not

appear to recognize the extent of this need or its growing importance in the future; few unions have yet included family responsibility leave in their collective bargaining negotiations, although many support the concept (Monica Townson Associates 1988:83).

All of the unions in this study as well as the CLC and OFL are strong supporters of all of the different types of family related leave, including maternity, paternity, adoption, parental and family responsibility leave. The family leave provisions have become an important bargaining priority for unions included in our study. Unions contend in their policy statements and reviews that while some progress has been made in recent years, through legislation and collective bargaining, family related leave provisions are inadequate and need significant improvement. The Canadian Labour Congress at its 1990 convention called for a comprehensive program of maternity, parental and family responsibility leave benefits. In particular, the CLC demanded changes in the Unemployment Insurance Act to include: elimination of the two-week waiting period for 17 weeks of maternity leave; an additional 24 weeks of parental benefits for either natural or adoptive parents; no limit on the weeks of combined maternity, parental and sickness benefits; full replacement of insurable earnings; and benefits to cover 10 days of paid family responsibility leave (Canadian Labour Congress 1990b).

The Unemployment Insurance Act (UI) was revised last year to increase the flexibility and duration of maternity, paternity, and sickness benefits (Canadian Labour Law Reporter 1992:8151-8241). Under the new provisions (Sec. 11 of the Act), effective November 1990, 15 weeks of maternity benefits in the period surrounding the birth of a child would be available in addition to 15 weeks of sickness benefits; ten weeks of parental benefits would be available to natural or adoptive parents, either father or mother, or shared between them, for the purpose of caring for newly-born or adopted children; and more than one type of special benefit could be claimed within the same benefit period, up to a cumulative maximum of 30 weeks. However, the two-week waiting period and the benefit ceiling of 60 percent of the weekly insurable earnings remain unchanged (Coates 1990).

To facilitate changes in the UI program, and to strengthen protection for employees on family related leave, Ontario's Employment Standards Act was recently amended with respect to pregnancy and parental leave (Canadian Labour Law Reporter 1992:Part XI, pp. 50920-50925). Section 36(1) of the Act provides that "a pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay." Section 36(2), 36(3) and Section 38, dealing with the nature and duration of the leave, specify that women who meet the service requirement are

entitled to 17 weeks of unpaid leave; up to 17 weeks may be taken prior to the expected date of childbirth delivery, and no less than six weeks must be taken after the birth, still-birth or miscarriage unless the employee gives the employer four weeks written notice. Upon return to work, the employee is entitled to be reinstated to the position held prior to going on leave, or to a position of a comparable nature (Sec. 38f); and seniority accrues during the leave (Sec. 38e). During the leave period, the employee continues to participate in each type of her benefit plan unless she elects in writing not to do so (Sec. 38e). Section 38a of the Act also provides that an employee, who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child, is also entitled to a leave of absence without pay for up to 18 weeks following either the birth of the child or the coming of the child into the custody, care and control of a parent for the first time. Seniority accrues during the period of parental leave, and the employee continues to participate in his/her benefit plan unless he/she elects in writing not to do so. The following describes the types of contract clauses sought by unions on various forms of family related leaves:

(A) *Maternity Leave*

The current UI system in Canada provides only a limited income protection to those out of work. The maximum weekly benefit in 1991 was only \$408, sixty percent of the maximum insurable average weekly earnings. For this reason, unions are focusing on having "top up" payment clauses included in the collective agreement; top up payments occur when employers pay the difference between the UI benefits and a negotiated percentage of salary. The OFL, for example, asks affiliated unions to negotiate: 1) a payment equal to 95 percent of weekly gross salary for each of the two weeks of the waiting period required by the UI Plan; and 2) payments equal to the difference between 95 percent of weekly gross salary and the UI payments received for each of the 15 weeks that the employee receives UI benefits.

In addition to extended leaves with pay unions have also pursued the inclusion of seniority and benefit protection clauses for employees on maternity leave. Employer resistance to such clauses may now end as a result of amendments to the Employment Standards Act, effective November 1990, which provide an employee on pregnancy/paternity leave the right of participation in benefit plans and continuing accrual of seniority during leave.

(B) Paternity Leave

The unions in this study have varying agendas when negotiating for paternity leave. The most basic form of paternity leave allows fathers one day off to assist with the birth of the child. For example, the agreement between CUPE Local 2 and Toronto Transit Commission provides for male employees a "leave for one day to attend the birth of a child or to attend homecoming of the mother and child." The leave has to be pre-arranged. CUPE, however, is working toward a minimum of five days paid paternity leave at the time of the birth or adoption.

(C) Adoption Leave

Adopting a new child into the family requires a period of adjustment and bonding as would a natural birth; the only difference being that natural mothers require time to recuperate. Under UI (Section 11 (3b)), adoptive parents are entitled to up to 10 weeks parental leave benefits ending no later than 52 weeks after the child comes into the home providing the parent meets the 20 weeks insurable earnings eligibility requirement. The unions in this survey argue that all the considerations extended through maternity leave should apply equally to adoptive parents. This includes the "topping up" of UI benefits, the accrual of seniority while on leave, and the continuation of employer contributions to the benefit plan.

Examples of collective agreement clauses relating to adoption leave include the CUPE Local 2 agreement with Toronto Transit Commission, the ONA agreement with Sudbury Algoma Hospital, and the CAW-General Motors agreement. The CUPE agreement provides for two days *paid* adoption leave of absence per year for employees with at least one year of continuous service. The ONA agreement provides for an entitlement of up to six months of adoption leave *without pay*. The CAW agreement entitles eligible employees adoption leave *without pay* for up to 90 days. The leave can be extended at the option of local management.

(D) Parental Leave

Unions point out that existing legislative provisions do not go far enough to allow workers to assume their dual responsibilities as workers and parents. The provision of adequate parental leave with full benefits and seniority is considered a basic component of any good collective agreement; parental leave is defined as leave granted to either the

mother or the father in addition to the 17 weeks of maternity leave. Unions argue that by providing additional unpaid leave, mothers and fathers would be able to spend more time with their infants which would also lessen the demand for child care services. CWC suggests an extended unpaid leave of *two years* for either parent to care for the child in early years. Other unions (e.g. CUPE, CAW) are asking for at least a one year leave. Unions also point out that a leave of this type will help to alleviate the desperate need for infant care which is expensive and difficult to find.

An example of a parental leave clause is the agreement between CAW and A.G. Simpson Company Ltd. The agreement provides a female employee up to 9 months of parental leave in the case of the birth or legal adoption of the child. The leave can be extended by mutual agreement. Benefits are maintained and the employee is guaranteed a job at the same pay.

(E) Family Responsibility Leave

For working parents it is often difficult to schedule medical, dental or school appointments for children during non-working hours. Family responsibility leave allows parents to attend to the needs of their children. It also allows parents to take care of a sick child or a family emergency. Traditionally, many parents have used their own sick days to attend to family responsibilities of this type. This can be detrimental to the health of the parent if they have little, if any, sick leave for themselves in order to recuperate from illness.

The OFL and its affiliate unions (CUPE, CAW, USWA, OPSEU and CWC) advocate up to ten days leave per year in order to deal with problems and emergencies relating to their children. The USWA is attempting to negotiate a family responsibility leave clause that would normally amount to one or two days at a time to a maximum of five to ten days per year per dependent child or adult. Currently an OPSEU agreement with the Government of Ontario provides for up to five working days of leave with pay in case of serious illness in the family or other emergency situations. The CUPE agreement with Metro Toronto Library provides for a personal leave of absence of up to 3 working days.

Child Care

In 1990, 60 percent of all women with children under the age of 3 were in the labour force (Statistics Canada 1991). According to an

estimate, 60 percent of children below 6 years of age and 68 percent between 6-14 years need daycare (Ram 1990). The supply of quality, affordable child care is, however, falling far behind the demand. In Canada, there are only 320,624 licensed daycare spaces for the three million children (one million under 6 years and 2 million between 6-14) who need care (Health and Welfare Canada 1990). Every labour organization in this study advocates the introduction of universally accessible, quality child care.

Although the labour movement is lobbying the government for the introduction of publicly funded universal child care, many unions are also addressing the need for child care at the collective bargaining table. The different initiatives unions have been pursuing include the establishment of an on-site or centrally located child care centre, employer purchase of spaces or the negotiation of priority placement for employees' children in an existing child care facility and child care subsidies for parents. The CAW agreements with the Big Three (General Motors, Ford and Chrysler) in 1984, leading to the establishment of the CAW Child Care Centre in Windsor, Ontario in November 1990, are an example of an effective collective bargaining response to child care issues. The centre provides infant and child care spaces on a two-shift operation, on a site close to all the Big Three plants. The costs are partially subsidized by the provincial government and by the three auto companies through monies deducted from the "special Canadian contingency fund," up to a maximum of one-half cent per straight time hour worked.

Technological Change

Technological change, defined as "any change in the method of organization, machinery, materials, job content, or degree of control a worker has over his/her job," is a major concern of unions (see for example Ontario Public Service Employees' Union 1989:353). Unions are concerned that technological change is having a profound impact on women due to the fact that a majority of women in the labour force are concentrated in such occupational areas as secretarial, clerical, sales, nursing (and related health support jobs), teaching, and small manufacturing (Kumar, Arrowsmith and Coates 1991:434). These are the very jobs in which profound changes are taking place through the introduction of such things as word processors, stock monitoring systems in retail stores and patient monitoring systems in hospitals. Unions also believe that the introduction of technology leads to numerous problems such as a speed up of work and the deskilling or elimination of many positions. Collective bargaining initiatives which

address these concerns can be divided into two areas: impact on jobs and workplace health and safety.

To cushion the impact of technological change on jobs, and to minimize workers' fear and uncertainty, unions are seeking longer advance notice and consultation on technological change, and demanding clauses which prohibit lay-offs as a result of the introduction of technological change. In addition, unions are also attempting to have clauses inserted which guarantee that workers will receive the training necessary to operate the new technology.

Unions are also concerned about the health and safety aspects of new technology. Paramount among these concerns for women is the possible health hazards of prolonged working on visual display terminals (VDTs), especially relating to radiation emission. For example, an OPSEU study of the hazards of VDTs in 1981 found that radiation emission from the VDTs can produce effects such as cancer, sterilization, cataracts, birth defects and miscarriages among pregnant women (DeMatto 1981:11). The study, based on a review of the literature and a survey of employees, also noted frequent ergonomics related complaints by VDT users. Common complaints cited were eye strain and discomfort, neck and back pain, headache, loss of visual acuity, dizziness, nausea, stress and irritability. The study concluded that "VDT operators need contract language that protects them from the hazards of VDT work. Contract clauses should provide adequate rest breaks, eye examinations at the employer's expense, and improvements in workplace design and environment" (DeMatto 1981:47). Unions are also demanding clauses such as allowing pregnant employees the right to refuse to work on VDTs with the possibility of a transfer to another position or unpaid leave of absence, better monitoring of VDT equipment, regular machine testing, and more frequent breaks to protect workers from the harmful effects of VDTs.

Examples of contract clauses on technological change related issues include the agreement between USWA Local 3933 and Algoma Steel, the agreement between CWC and Bell Canada, and the OPSEU agreement with the Government of Ontario (Management Board of Cabinet). Whereas the USWA agreement only commits the employer "to notify the union as far in advance as possible," to discuss with the union problems resulting from changes in equipment or procedure, and to "make every attempt to agree on methods of providing jobs for employees concerned," the CWC and OPSEU agreements are more specific and detailed. The CWC agreement, for example, defines technological change, commits the employer to give advance notice and consult with the union, specifies employee transfer, reassignment and related rights. Similarly, the agreement between OPSEU and the

Government of Ontario includes very detailed and specific language on employee rights regarding VDT usage.

Part-time Worker Rights

The growing trend among employers to an increased use of part-time employment has presented a fundamental challenge to the labour movement. Unions believe that the trend has the potential of undermining the job security of workers, both full-time and part-time. Increasing proportion of part-time jobs has particular serious consequences for women workers who account for nearly three-fifths of part-time employment (Statistics Canada 1991). Part-time work is considered a female ghetto with low pay, few benefits and poor working conditions (Coates 1988:27-60). Unions' bargaining agenda, therefore, include restrictions on the number of part-time workers to prevent employers from replacing full-time with part-time employees. Unions have also been actively pursuing seniority and benefits coverage for part-time employees, and similar pay scales for part-time and full-time employees including shift premiums and premium overtime pay when they work in excess of their regular hours.

Job sharing has also become increasingly important in recent years as a form of part-time employment, especially for women in professional occupations where part-time work opportunities have not traditionally been available. Job sharing is a voluntary arrangement made between two or more individuals and their employer which enables the employees to share what are normally the duties of one full-time person. Job sharing is distinct from other forms of part-time work as it usually pays wages and benefits that are pro-rated with those paid to full-time counterparts (Labour Canada 1983).

OPSEU and CUPE are the two unions in our study who have recently developed a policy on job sharing; ONA has had a bargaining agenda on part-time work and job sharing for a long time. Both unions are cautiously pursuing job sharing as an option. Unions fear that job sharing provides employers with an opportunity to replace full-time positions with part-time. It may contribute to developing new 'job ghettos' at higher levels in the organization by removing essential decision-making responsibilities and by making upward mobility more difficult for job sharers. To prevent this from happening, unions are attempting to have strict guidelines negotiated into their collective agreements in order to protect both the employees and the full-time status of existing positions.

Examples of clauses on part-time worker rights negotiated by unions include the agreement between OPSEU and George Hull Centre for Children and Families, and between CWC and The Complex Corporation. The OPSEU agreement on part-time worker rights includes a precise definition of regular and casual part-time employees, pay scales and provision of benefits for regular employees. Similarly the CWC agreement includes specific provisions on remuneration, overtime, seniority credits and lists, paid holidays, paid vacations and bumping rights of full-time workers. The agreement also clearly defines who part-time employees are. The collective agreement between ONA and Hamilton Civic Hospitals is an example of contract clauses on job sharing. The agreement includes rights of workers on job sharing and scheduling details.

INCIDENCE OF COLLECTIVE AGREEMENT CLAUSES ON WOMEN'S ISSUES

Table 2 presents a summary of the statistical frequency of collective agreement provisions on selected contract clauses of concern to women workers. Both the percent of agreements containing such clauses and the percent of employees covered are shown. Columns (1) and (2) relate to all coded agreements in Ontario while columns (3) and (4) provide information on the combined total of agreements of unions selected for the study. Selected unions for agreement analysis include CUPE, OPSEU, CAW, USWA, CWC, and ONA. The primary source of data is the data base maintained by the Ontario Ministry of Labour. The data base includes all private sector agreements covering 200 or more employees and all public sector agreements. Information relates to all coded agreements in force in August 1990.

The Ontario Ministry of Labour data base does not code clauses on part-time workers. Clauses relating to parental leave, family responsibilities and some features of VDT related clauses are also excluded. To fill this gap, data from Labour Canada's data base, which cover agreements of 500 or more employees, were used. However, the information from the Labour Canada data base was only available for all agreements and employees covered by various contract clauses; breakdowns by individual unions were not available. Neither the Ontario Ministry of Labour nor the Labour Canada data base code provides information on gender neutral language. However, a cursory examination of major agreements negotiated since 1985 by major public and private sector unions indicates that there is a growing trend to include gender neutral language. The 1987 Master Agreement between CAW and General Motors of Canada is a notable example.

TABLE 2
Summary of Collective Agreement Provisions Incidence

Provisions	All Agreements		Agreements of Unions Studies	
	Percent of Agreements	Percent of Employees	Percent of Agreements	Percent of Employees
Total No. of Agreements/Employees	3,523	872,928	1,744	418,397
1) No Discrimination Clause	43.2	50.1	65.1	67.9
Sex				
Marital Status	34.3	28.1	55.8	40.1
2) Sexual Harassment	4.3	14.7	6.0	19.7
3) Affirmative Action Program	1.0	9.8	1.2	16.7
4) Family Related Leave				
A) Paid Maternity Leave	21.2	33.6	25.6	33.3
Seniority While on Maternity Leave	65.6	65.4	75.2	66.3
B) Paternity Leave				
On Birth of a Child	11.8	18.8	11.9	7.4
On Adoption of a Child	6.8	15.6	5.7	4.1
C) Adoption Leave	42.4	49.9	53.9	58.1
D) Leave for Personal Reasons	68.9	64.7	79.1	63.8
E)* Parental Leave (Extended)	6.7	7.0	—	—
F)* Leave for Illness in Family	22.1	26.1	—	—
5) Child Care Facilities	0.4	6.6	0.5	13.4
6) Technological Change				
Advance Notice of Change	29.2	49.4	34.8	55.7
Advance Notice of Lay-Off	18.7	19.4	23.7	24.6
Consultation	31.2	54.5	34.7	63.0
Training and Benefits	26.5	49.0	33.7	62.9
V.D.T.s - Provision	29.9	43.4	39.4	58.9
*Additional Rest Periods	3.8	12.4	—	—
*Special Eye Examinations	3.5	11.9	—	—
Pregnant Employees	1.5	3.3	0.8	5.9
7) *Part-Time Worker Rights				
Seniority	30.5	43.7	—	—
Pro-Rated Benefits	7.6	4.9	—	—
Pensions	3.8	7.0	—	—
Hours of Work	20.1	30.9	—	—
Sick Leave	22.7	27.7	—	—
Vacations	16.3	27.7	—	—
Holidays	15.7	29.9	—	—
Severance Pay	5.2	12.9	—	—
8) Job Sharing - Provision	2.5	1.6	4.7	2.9

* Relates to agreements covering 500 or more workers in Ontario analyzed by Labour Canada (total number of such agreements in force in January 1989 was 344 covering 518,000 employees).

Source: Ontario Ministry of Labour and Labour Canada.

The analysis of the frequency of collective agreement provisions, shown in Table 2, suggests that union efforts to achieve sexual equality through collective bargaining have had mixed success. Whereas close to a majority of employees in Ontario are covered by clauses relating to no-discrimination on grounds of sex, retention of seniority while on maternity leave, adoption leave, leave for personal reasons, and for advance notice, consultation, training and retraining in the event of technological change, the progress on other key clauses of concern to women has been very slow. Only between one-quarter and one-half of the bargaining unit employees are covered by collective agreement provisions pertaining to no-discrimination on grounds of marital status, paid maternity leave, leave for illness in the family and right to refuse unsafe work on video display terminals. Collective agreement clauses on sexual harassment, child care, extended parental leave, affirmative action programs, additional rest periods, special eye examinations and special provisions for pregnant employees working on VDTs are still uncommon, found in a handful of agreements and covering less than fifteen percent of the employees. Similarly, despite the increasing significance of part-time employment, part-time workers, mostly women, have far fewer rights in comparison to full-time workers. Less than 10 percent of the collective agreements have provisions for pro-rated benefits, pensions and severance pay for part-time employees. Only one in five or six agreements provides for sick leave, holidays, or vacations for part-time workers. Part-time employees also have far fewer seniority rights, guaranteed in only 30 percent of collective agreements. Job sharing, an issue of interest to part-time workers, is only found in 89 of the 3,523 collective agreements or 2.5 percent of the total.

Table 2 further suggests that the six unions studied have had more success on women's issues. Figures in Table 1 show that the incidence of key clauses on sexual equality is higher than the average in agreements of the six unions studied in this paper -- CUPE, OPSEU, CAW, USWA, CWC, and ONA. In all categories, except for paternity leave, and leave for personal reasons, the percentage of employees covered by these unions is greater than in aggregate.

DIFFERENCES IN INCIDENCE BY UNION

Table 3 shows the incidence of clauses in agreements of each of the six unions studied. Figures relate to the percentage of collective agreements of each of the six unions that have clauses relating to no-discrimination, sexual harassment, affirmative action programs, maternity and paternity leave, leave for personal reasons, child care programs, job sharing and technological change (data in parentheses are the

percentage of employees covered). The six unions have a detailed bargaining agenda on sexual equality and issues of concern to women. The figures reveal varying performance by union at the collective bargaining table.

Table 3 shows that a no-discrimination clause by sex and marital status is found in almost all nursing agreements, and a majority of contracts of other major unions. It appears that a no-discrimination by sex clause is more common than the no-discrimination clause for marital status. On sexual harassment and affirmative action programs, CAW and CWC have had better success in winning contract clauses than other unions, although a higher proportion of CUPE, OPSEU and USWA members are covered by sexual harassment clauses than the CAW. The CWC leads the pack in both the proportion of agreements and employees covered by clauses on sexual harassment while CAW is a leader in the proportion of employees covered by affirmative action programs.

On family related leave provisions, ONA is the leader. The association has the highest proportion of agreements with clauses on paid maternity leave, retention of seniority while on maternity leave, personal leave and job sharing. OPSEU and CWC have also performed better than other unions in pursuing their bargaining agenda on maternity and paternity leave. OPSEU is a clear leader on winning a high proportion of clauses on paternity leave. CAW, with 22 percent of female membership, has shown leadership in negotiating employer-financed child care facilities; close to one-half of its members are covered by child care provisions. The steelworkers, whose female membership is only 13 percent, is notable for its achievement in winning clauses for personal leave in 89 percent of its agreements.

On technological change provisions, the CWC has the highest number of clauses on advance notice for change, consultation, and on training, retraining and opportunity for relocation benefits. However, CWC does not have a single agreement in Ontario that provides advance notice for lay-off in the event of technological change. More than one-half of the CWC's agreements, covering 82 percent of its bargaining unit employees, also have a right to refuse to work on VDTs provisions. OPSEU has been most successful in securing special rights for pregnant employees working on VDTs.

If union efforts to pursue a bargaining agenda on issues of concern to women were judged on the basis of absolute numbers of agreements and employees covered, rather than on the basis of the percentages of the total, CUPE and OPSEU appear to have made steady progress. The two unions account for more than one-half of all employees covered by

collective agreements in Ontario. The combined total of collective agreements and employees of the two unions with key clauses on issues of concern to women far exceeds other unions.

TABLE 3
Collective Agreement Provisions by Selected Major Unions

Provision	UNION					
	CUPE	OPSEU	CAW	USWA	CWC	ONA
No Discrimination Clause						
Sex	59.4 (61.2)	53.5 (49.3)	69.8 (89.9)	53.0 (46.7)	56.3 (81.2)	92.2 (97.8)
Marital Status	52.1 (46.9)	47.9 (48.8)	38.5 (22.5)	17.1 (9.6)	37.5 (75.8)	91.0 (96.6)
Sexual Harassment	7.3 (19.6)	4.7 (38.3)	10.4 (5.6)	6.0 (17.3)	18.8 (68.8)	0.9 (0.2)
Affirmative Action Program	1.0 (1.2)	1.0 (2.6)	6.3 (56.1)	1.0 (1.9)	6.3 (22.8)	0.3 (0.1)
Maternity Leave						
Paid Leave	18.1 (41.4)	42.7 (46.0)	0.8 (18.1)	2.0 (0.4)	31.3 (72.1)	50.0 (66.0)
Retention of Seniority	72.8 (86.2)	83.1 (64.7)	53.1 (47.6)	37.6 (35.4)	81.3 (91.3)	96.0 (99.3)
Paternity Leave						
On Child Birth	14.5 (20.1)	24.4 (5.0)	3.2 (2.5)	1.0 (0.1)	6.3 (3.1)	3.0 (6.2)
On Child Adoption	7.6 (9.6)	9.4 (1.9)	2.0 (2.1)	0.0 (0.0)	0.0 (0.0)	1.0 (3.3)
Child Care Programs	0.4 (0.1)	0.5 (7.5)	3.1 (45.8)	0.0 (0.0)	0.0 (0.0)	0.0 (0.0)
Personal Leave	73.6 (59.4)	79.8 (37.5)	85.4 (87.2)	88.6 (60.8)	62.5 (11.8)	93.4 (97.2)
Job Sharing	0.9 (1.4)	5.6 (1.6)	0.0 (0.0)	0.0 (0.0)	0.0 (0.0)	18.4 (34.1)
Technological Change						
Advance Notice – Change	31.6 (40.4)	34.7 (49.0)	31.2 (64.1)	38.5 (65.7)	56.2 (84.5)	42.5 (75.2)
Advance Notice – Layoff	18.4 (37.0)	37.6 (31.1)	5.2 (1.5)	9.4 (16.0)	0.0 (0.0)	41.9 (74.2)
Consultation	30.5 (55.8)	45.5 (57.8)	33.3 (70.2)	35.0 (63.8)	50.0 (79.7)	39.8 (70.6)
Training Benefits	31.6 (60.8)	24.9 (46.6)	48.9 (83.9)	36.7 (56.5)	56.3 (42.4)	38.6 (60.2)
VDT Provision						
Right to Refuse Work	31.8 (48.6)	44.2 (45.9)	44.8 (71.2)	35.1 (43.8)	56.2 (82.3)	57.8 (71.8)
Pregnant Employees' Special Rights	1.8 (2.0)	3.8 (21.8)	2.1 (4.5)	0.9 (0.5)	6.3 (1.5)	0.3 (0.02)
Total No. of Agreements	970	213	96	117	16	332
No. of Employees Covered (in thousands)	131.9	75.1	109.6	57.9	17.1	26.8

Source: Ontario Ministry of Labour.

CONCLUSIONS

The primary goal of this paper was to examine the bargaining agenda of major Canadian unions in Ontario with respect to women's issues, and to evaluate their efforts towards incorporating specific clauses pertaining to these issues into their collective agreements. The study focused on the equality agenda of the CLC and the OFL and the bargaining goals and strategies of six major unions -- CUPE, OPSEU, CWC, CAW, USWA and ONA.

The study revealed that equality and other related workplace issues of concern to women dominate the Canadian labour movement's social and economic policy agenda and program of action. The national and provincial federations and affiliates have been pursuing their social equality goals and strategies through lobbying for progressive legislation, coalition-building, encouraging greater participation of women in the union decision-making process, and negotiating appropriate collective agreement clauses. The six unions included in the study have detailed policies and programs of action on such key issues of concern to women as pay and employment equity, child care, work and family related leave provisions, job protection in the event of technological change, and securing equal rights to part-time workers who are mostly women.

An examination of the frequency of collective agreement clauses on selected issues indicates that union efforts to achieve a better deal for women have had a mixed success. Whereas unions have been able to make significant gains in negotiating collective agreement clauses relating to no-discrimination by sex, retention of seniority for women on maternity leave, adoption leave, personal leave and consultation, advance notice, training and retraining in the event of technological change, the progress on other issues has been very slow. In particular, the unions have been unable to make much headway in obtaining employer-financed child care facilities, pro-rated benefits for part-time workers, affirmative action programs and clauses to provide protection against sexual harassment. The study further revealed that performance of individual unions varies markedly on these issues.

Several conclusions can be drawn from this analysis. First, it is clear that women have made many significant gains through collective bargaining to improve their economic and labour market status. Second, it appears that the larger unions have been more successful than smaller unions in having women's issues incorporated into their collective agreements. There are several possible explanations for this finding. In particular, larger unions have more resources with which to research new initiatives; they have greater bargaining power; and they handle more diverse bargaining units which may require different bargaining agendas.

Perhaps future research will be able to more effectively verify or repudiate this conclusion.

Third, the public sector unions have been generally more successful than the private sector unions in winning clauses on women's issues. A key reason is that a majority of their membership consists of women. They are, therefore, under greater pressure to put priority on women's issues. Private sector unions, however, have made significant progress on these issues despite the low proportion of their female membership. For example, among the private sector unions, the CAW has provided leadership on child care and affirmative action issues. USWA has been effective in collective bargaining for family responsibility leave clauses. The CWC has made a mark in protection against sexual harassment and technological change. More research with larger samples of public and private sector unions is needed to explore why some unions are more active than others on bargaining for women's issues.

Fourth, while social issues such as family related leaves have gained prominence on the bargaining agenda, workplace issues such as pro-rated benefits for part-time workers, on-site child care facilities, and protection against sexual harassment have not received the attention they deserve. Clearly much remains to be done to ensure equality and a harassment free working environment for women.

It could be argued that women's issues did not receive widespread attention until recently, and that unions have had to work very hard to transform the attitudes of their members before they could be successful in winning provisions at the bargaining table. The limited success of unions also reflects resistance on the part of employers to create an environment of equality in the workplace, apparently because for many years they have enjoyed a cheap source of labour at the expense of women. Perhaps greater success in bargaining over women's issues would be forthcoming if employers were more responsive to the diverse needs of women workers, and if there were more women on union staff and on bargaining committees. Unions in Canada and elsewhere still continue to be dominated by men. Women, despite their growing numbers in the labour force and in union rank and file, have very little presence in union structures and wield only marginal influence on union decision-making, goals, strategy and programs. An active involvement in the collective bargaining process is the only way that women can fully exploit the potential of collective bargaining to achieve labour market equality.

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La condition féminine et la négociation collective en Ontario

Le présent texte examine le contenu des négociations se déroulant au sein de la majorité des syndicats canadiens en Ontario relativement à la condition féminine et évalue leurs efforts en vue d'intégrer des dispositions particulières se rapportant à cette question dans leurs conventions collectives. L'étude porte surtout sur le programme d'équité du Congrès du travail du Canada (CTC) et de la Fédération du travail de l'Ontario (FT), ainsi que sur les objectifs en matière de négociation et les stratégies de six importants syndicats: SFCP (Syndicat canadien de la Fonction publique), SEFPO (Syndicat des employés de la Fonction publique de l'Ontario), STCC (Syndicat des travailleurs en communication du Canada), TCA (Travailleurs canadiens de l'automobile), MUA (Métallurgistes unis d'Amérique) et AIO (Association des infirmières de l'Ontario). Deux autres syndicats, l'AFPC (Alliance de la Fonction publique du Canada) et la FAEO (Fédération des associations d'enseignantes de l'Ontario), font également l'objet de l'étude en ce qui a trait au contenu des négociations; ces deux derniers sont toutefois exclus de l'analyse des résultats obtenus en matière de convention collective en raison du manque de renseignements.

L'étude montre que le principe d'égalité et d'autres questions d'intérêt féministes reliées au travail, dominent les programmes centrés sur la relance et les politiques socio-économiques du mouvement syndical canadien. La fédération nationale et provinciale et ses organismes affiliés, poursuivent leur

action en vue d'atteindre les objectifs qu'ils se sont fixés en matière d'égalité sociale et appliquent leurs stratégies à cet égard grâce à des pressions exercées pour favoriser l'adoption d'une législation progressiste, la formation d'une coalition, une plus grande participation des femmes au processus décisionnel au sein des syndicats et la négociation de dispositions justes et équitables dans les conventions collectives. Les syndicats mentionnés ci-dessus ont élaboré des politiques détaillées ainsi que des programmes de relance portant sur des questions fondamentales pour les femmes: l'équité salariale et l'équité dans l'embauche; les soins de garde aux enfants; les dispositions relatives aux congés familiaux; la sécurité d'emploi en cas de changements technologiques; le respect de l'égalité des droits des travailleurs à temps partiel qui sont en majorité des femmes.

Un décompte des dispositions, dans les conventions collectives, concernant des questions présentant un intérêt particulier pour les femmes indique que les efforts des syndicats, en vue de conclure des contrats collectifs de travail plus avantageux pour ces dernières, ont connu un succès mitigé. Quoique les syndicats aient été en mesure d'obtenir des gains considérables en négociant les dispositions contenues dans les conventions collectives qui traitent de l'interdiction d'exercer toute forme de discrimination basée sur le sexe, du maintien de l'ancienneté pour les femmes en congé de maternité, en congé d'adoption ou en congé pour des raisons personnelles, de consultation, de préavis, de formation et de recyclage en cas de changements technologiques, on observe encore fort peu de progrès à bien d'autres égards. Les syndicats, notamment, ont été incapables d'obtenir des services de garde financés par l'employeur, des avantages sociaux proportionnels pour les travailleurs à temps partiel, des programmes pour promouvoir l'engagement de groupes cibles et des dispositions visant à fournir une protection aux victimes de harcèlement sexuel. L'étude montre également que le performance individuelle des syndicats varie considérablement sur ces questions.